

Exhibit 2

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

)
CITY OF ALMATY, KAZAKHSTAN,)
and BTA BANK JSC)
)
Plaintiffs,)
)
v.) No. 15-cv-05345 (AJN)
)
MUKHTAR ABLYAZOV, ILYAS)
KHRAPUNOV, VIKTOR KHRAPUNOV)
and TRIADOU SPV S.A.,)
)
Defendants.)

)

**COMMISSION TO TAKE THE DEPOSITIONS OF ILYAS KHRAPUNOV AND
VIKTOR KHRAPUNOV IN SWITZERLAND**

Pursuant to this Order of the above-titled Court, the individuals set forth below (“the Commissioners”) are hereby commissioned, pursuant to Article 17 of the Hague Convention On The Taking Of Evidence Abroad In Civil Or Commercial Matters (“Hague Evidence Convention”), T.I.A.S. 7444, 23 U.S.T. 2555, reprinted in 28 U.S.C.A. § 1781, to take the depositions of Ilyas Khrapunov, a resident of Switzerland, who is a party and whose elected domicile is 295, Route d’Hermance, 1247 Anieres, Geneva, Switzerland, and Viktor Khrapunov, a resident of Switzerland, who is a party and whose elected domicile is 28b Chemin du Petit-Saconnex, 1209 Geneva, Switzerland.

The Commissioners shall include:

1. Matthew L. Schwartz, of Boies, Schiller Flexner LLP, 575 Lexington Ave, New York NY, 10022 (Plaintiffs’ U.S. counsel)
2. Balz Gross and Claudio Bazzani, of Homburger AG, Prime Tower, Hardstrasse 201, CH-8005 Zurich (Plaintiffs’ Swiss counsel);

3. John Kenney and/or John P. Curley, of Hoguet Newman Regal & Kenney LLP, 10 E 40th St #35, New York, NY 10016 (Viktor & Ilyas Khrapunov's U.S. counsel)
4. Grégoire Mangeat and/or Fanny Margairaz, of Mangeat Law firm, Passage des Lions 6, Case postale 5653, 1204 Geneva, Switzerland (Ilyas Khrapunov's Swiss counsel)
5. Marc Henzelin and/or Maria Vinogradova, of Lalive Law Firm, Rue de la Mairie 35, 1207 Genève, Switzerland (Viktor Khrapunov's Swiss counsel).
6. Alex Hassid, of Blank Rome, LLP, 1825 Eye Street, NW, Washington, D.C. 20006 (Triadou SPV S.A.'s U.S. counsel).

The deposition of Ilyas Khrapunov shall be limited to the following topics:

1. Triadou SPV S.A. including its formation, operation, funding, and its investments, including but not limited to:
 - The Flatotel condominium conversion in New York, NY;
 - The Cabrini Medical Center conversion in New York NY;
 - The Syracuse Mixed Use Complex in Syracuse, NY;
 - The Tri-County Mall in Cincinnati, OH;
2. Telford International Limited ("Telford"), including
 - Funding provided by Telford for Triadou's investments;
 - The sources of funds Triadou received from Telford;
 - Due diligence done on Telford and its beneficial owners;
 - Funding provided by Telford for any investment by SDG or Ilyas Khrapunov, including the purchase of any securities;
 - Any connection or relationship between Telford Financiers and Telford International Limited
3. The formation of a real estate investment fund incorporated in Luxembourg including Triadou's assets and investments;
4. The structure and operations of SDG Capital SA ("SDG"), including any current or former subsidiaries or affiliates, including:
 - The sources of SDG's funding;
 - SDG's investments through Porto Heli SPV;
 - SDG's investments through Igloo SPV;
5. The purported sale of SDG to Philippe Glatz in 2013, including:
 - Ilyas Khrapunov's relationship with Philippe Glatz;

- The source(s) of funds used to acquire SDG;
 - Ilyas Khrapunov's employment or services to SDG before and after the purported sale;
6. FBME Bank ("FBME"), including:
- Any accounts held at FBME by Ilyas Khrapunov or entities he or his family members (including in-laws) own or control;
 - Any transfers of funds from accounts at FBME for the benefit of Triadou or SDG;
 - Any communications between officers or employees of FBME and Ilyas Khrapunov or his agents;
7. Transfers of funds involving the following entities:
- VILDER Company
 - Northern Seas Waterage
 - Crownway Limited
 - Beford Limited
 - Beron Holdings
 - Ignoramus Limited
 - Ramasita Investments
 - Lampwood Limited
 - Sartfield Limited
 - Claremont Holdings Limited
 - RPM USA
 - RPM-Marco
 - San Vito Investments Corp.
 - Adlux Group
 - SWISS TV
8. Ilyas Khrapunov's relationship and communications with Peter Sztyk (a/k/a Petro Sztyk), including:
- The involvement of Mr. Sztyk in funding Triadou, SDG, or any of their subsidiaries or affiliates;
 - Any intended or planned sale of Triadou, in whole or part, to Mr. Sztyk or any entity owned or controlled by him;
 - Any services or representation Mr. Sztyk provided to Ilyas Khrapunov or Ablyazov;

9. Ablyazov's assets, both in his name and held by associates for his benefit;
10. Ablyazov's ownership or control of any corporate entities;
11. The sources of funding for Ablyazov's legal expenses in the United Kingdom;
12. Disclosures made by Ilyas Khrapunov pursuant to any freezing or receivership orders of the courts of the United Kingdom;
13. Acts of hacking or unauthorized access to the electronic communications of any government officials, including:
 - the employment of or payments to any their-party computer hackers;
 - Ilyas Khrapunov's receipt of electronic communications obtained without authorization;
14. Ilyas Khrapunov's relationship and communications with Nicolas Bourg, including those related to Bourg's companies the Niel entities;
15. Ilyas Khrapunov's communications with Laurent Foucher;
16. Ilyas Khrapunov's communications with Kevin Meyer;
17. Ilyas Khrapunov's communications with Mukhtar Ablyazov;
18. Ilyas Khrapunov's communications with Nicolas Bourg;
19. Ilyas Khrapunov's communications with Eesh Aggarwal;
20. Ilyas Khrapunov's communications with Viktor Khrapunov;
21. Ilyas Khrapunov's communications with Gennady Petelin;
22. Ilyas Khrapunov's communications with Elena Petelina;
23. Ilyas Khrapunov's communications with Petr Krasnov;
24. Ilyas Khrapunov's communications with Alexander Yassik;
25. Ilyas Khrapunov's communications with Joseph Chetrit;
26. Ilyas Khrapunov's communications with Felix Sater;
27. Ilyas Khrapunov's communications with Daniel Ridloff;
28. Ilyas Khrapunov's communications with Botagoz Dzhardemali (a/k/a Bota Jardemalie);
29. Ilyas Khrapunov's retention of relevant documents or electronic communications, or maintenance of such documents by SDG, Triadou, or any of Ilyas Khrapunov's employees, counsel, or agents.
30. The allegations in the Amended Crossclaims.

The deposition of Viktor Khrapunov shall be limited to the following topics:

1. Viktor Khrapunov's actions as Mayor of the City of Almaty Kazakhstan, including:
 - Viktor Khrapunov's oath of office and ethical and legal obligations as Mayor of Almaty;
 - The transfer of property in the "Two Rivers" area of Almaty, as referenced in ¶ 51 of the Amended Crossclaims;
 - The April 2001 transfer of property to "KRI", as referenced in ¶ 53 of the Amended Crossclaims;
 - The 2003 seizure and resale of property from Shadid Engineering, as referenced in ¶ 54 of the Amended Crossclaims;
 - The transfer for sale of any property owned or controlled by the City of Almaty to Leila Khrapunova or entities owned or controlled by her;
2. Transfers of funds involving the following entities:
 - TOO KazRealIncom
 - TOO KarashaPlus
 - TOO Building Service Company
 - TOO Compania Stroytech
 - TOO Altay
 - Viled Establishment
3. The formation, funding, and investments of SDG Capital SA ("SDG"), including any current or former subsidiaries or affiliates, including:
 - The sources of SDG's funding;
 - SDG's investments through Porto Heli SPV;
 - SDG's investments through Igloo SPV;
 - The purported sale of SDG to Philippe Glatz in 2013;
4. The formation, operation, funding, and investments of Triadou SPV S.A., including Triadou's investments in:
 - The Flatotel condominium conversion in New York, NY;
 - The Cabrini Medical Center conversion in New York NY;
 - The Syracuse Mixed Use Complex in Syracuse, NY;
 - The Tri-County Mall in Cincinnati, OH;
5. Telford International Limited ("Telford"), including
 - Funding provided by Telford for Triadou's investments;
 - The sources of funds Triadou received from Telford;

- Due diligence done on Telford and its beneficial owners;
 - Any connection between Telford International Limited and Telford Financiers Corp.;
6. FBME Bank (“FBME”), including:
 - Any accounts held at FBME by Viktor Khrapunov or entities he or his family members (or in-laws) own or control;
 - Any transfers of funds from accounts at FBME for the benefit of Triadou or SDG;
 - Any communications between officers or employees of FBME and Ilyas Khrapunov or his agents;
 7. The net worth of Viktor Khrapunov and his immediate family, as referenced in public reports and ¶ 61 of the Amended Crossclaims;
 8. Tax reporting by Viktor Khrapunov and his spouse, as referenced in ¶ 61 of the Amended Crossclaims;
 9. Viktor Khrapunov’s disclosures and statements to Swiss law enforcement authorities;
 10. Investments by Viktor Khrapunov and his immediate family members in the United States, including the purchase and sale of any real property;
 11. Acts of hacking or unauthorized access to the electronic communications of any government officials, including:
 - the employment of or payments to any third-party computer hackers;
 - Viktor Khrapunov’s receipt of electronic communications obtained without authorization;
 12. Viktor Khrapunov’s communications with Mukhtar Ablyazov;
 13. Viktor Khrapunov’s communications with Abylaykhan Karymsakov;
 14. Viktor Khrapunov’s communications with Eesh Aggarwal;
 15. Viktor Khrapunov’s communications with Ilyas Khrapunov;
 16. Viktor Khrapunov’s communications with Leila Khrapunova;
 17. Viktor Khrapunov’s communications with Gennady Petelin;
 18. Viktor Khrapunov’s communications with Elena Petelina;
 19. Viktor Khrapunov’s communications with Petr Krasnov;
 20. Viktor Khrapunov’s communications with Alexander Yassik;
 21. Viktor Khrapunov’s communications with Peter Sztyk (a/k/a Petro Sztyk);
 22. Viktor Khrapunov’s communications with Nicolas Bourg;
 23. Viktor Khrapunov’s retention of relevant documents or electronic communications, any of Viktor Khrapunov’s employees, counsel, or agents.

24. The allegations in the Amended Crossclaims.

The Commissioners must comply with the Conditions for a Commissioner or Diplomatic or Consular Officer to Obtain Evidence in Switzerland, as set forth by the Swiss Federal Office of Justice as of May 2013 (the “Conditions”). Consistent with the Conditions, the Commissioners must obtain prior authorization from the Swiss authorities to validate this Commission and pay all required fees.

IT IS SO ORDERED.

Date: _____

The Honorable Alison J. Nathan
United States District Court for the
Southern District of New York
Thurgood Marshall United States Courthouse
500 Pearl Street, Room 1620
New York, New York 10007-1312

SEAL OF THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN DISTRICT OF
NEW YORK